

### **REMARKS/ARGUMENTS**

Applicants have amended independent Claims 1 and 14 for clarification. Based upon the attached 37 C.F.R. §1.132 Declaration and following remarks, Applicants respectfully traverse the rejections of the claims under §§102(e) and 103(a). Therefore, in light of the amendments to the claims, the Rule 132 Declaration, and subsequent remarks, Applicants respectfully request reconsideration and allowance of the present application.

#### **Rule 131 Declaration**

In Applicants' previous response, a 37 C.F.R. §1.131 Declaration was submitted to "swear behind" U.S. Patent Appl. Publ. No. 2002/0072937 to Domenick et al. such that Domenick cannot be cited against the present application as prior art under 35 U.S.C. §103(a). In the Office Action, the Examiner indicates that the Rule 131 Declaration was sufficient to overcome Domenick but indicates that Exhibits 1-5 fail to support possession of a system and preset financial arrangements. In response to the Examiner's assertions, Applicants have submitted a Rule 132 Declaration signed by Tony J. Brice, an inventor of the claimed invention, in order to clarify the Rule 131 Declaration and to provide further evidence that the claimed invention was actually reduced to practice (see ¶ 4 of the Rule 132 Declaration).

Exhibits 1-5 of the Rule 131 declaration substantiate that the Applicants constructed a prototype that worked for its intended purpose prior to June 20, 2000, the effective filing date of Domenick. In particular, Exhibits 1-5 of the Rule 131 Declaration disclose that the method and system of embodiments of at least independent Claims 1 and 14 of the present application were reduced to practice in the form of software that worked for its intended purpose. Exhibits 1-5 of the Rule 131 Declaration particularly demonstrate that the software was implemented on a system since Exhibits 1-5 of the Rule 131 Declaration are actual screen shots of the output of the system (see ¶ 4 of the Rule 132 Declaration). The software was configured to operate under the control of a system and included instructions for packaging items based on arrangements made between providers, such as financial and non-financial arrangements (see ¶ 4 of the Rule 132 Declaration). For example, Exhibit 5 of the Rule 131 Declaration demonstrates that American Airlines and the Mandalay Bay Resort and Casino could have a preset arrangement between one another, such that American Airlines offers 500 frequent flier miles to a traveler that books a

deluxe king room for two nights and a roundtrip flight between Dallas/Ft. Worth and Las Vegas(see ¶ 4 of the Rule 132 Declaration).

Therefore, the Rule 131 and 132 Declarations evidence that a system was employed and that software was developed that included preset arrangements between providers. Accordingly, Applicants submit that in light of Rule 131 and Rule 132 Declarations and the foregoing remarks, Domenick may not be relied upon as prior art.

#### Request for Information

In the Official Action, the Examiner requests information regarding an issue of alleged public use or sale activity relating to “Vision One-to-One.” The Examiner relies on an article entitled “Sabre’s Two-Edged Sword,” by Michael Quinlan, dated May 10, 1999. The article discloses that the Vision One-to-One system was capable of matching clients’ needs with suppliers’ offerings by using customer data to generate a unique message to the agent that contains customized availability, commission data, and premium services for that particular customer.

Vision One-to-One was designed to improve the relationship between suppliers and travel agents who offered the suppliers’ products, offers, etc. to the agencies’ customers (see ¶ 6 of the Rule 132 Declaration). Vision One-to-One could highlight agreements with suppliers at the point of sale such that the travel agent would have increased visibility with respect to how selling a particular supplier’s product would benefit the agency, whether financially (e.g., extra commission) or in the form of better service (e.g., knowing the traveler was an AA Advantage member, the agency could focus on selling American Airlines flights) (see ¶ 6 of the Rule 132 Declaration).

Applicants submit that the claimed invention is patentably distinct from Vision One-to-One. In contrast to Vision One-to-One, the claimed invention is used to dynamically construct different combinations of supplier items and provide them to anyone requesting an interest in the items (see ¶ 7 of the Rule 132 Declaration). Thus, the claimed invention dynamically packages items into packages, whereas Vision One-to-One does no such packaging of items (see ¶ 7 of the Rule 132 Declaration). At least one further distinction with Vision One-to-One is that the

claimed invention is not dependent on travel agencies and/or any special agreements the agencies might have with suppliers (see ¶ 7 of the Rule 132 Declaration).

Rejections under 35 U.S.C. §§ 102(e) and 103(a)

The Examiner rejects Claims 1-3, 6-10, 14, 17, and 18 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 7,092,892 to Sobalvarro et al. The Examiner also rejects Claims 4, 5, 15, 16, and 19-21 under 35 U.S.C. §103(a) as being unpatentable over Sobalvarro in view of Official Notice and rejects Claims 11-13 as being unpatentable over Sobalvarro in view of U.S. Patent No. 6,138,105 to Walker et al.

Sobalvarro discloses a system and method for grouping and selling products or services. In particular, Sobalvarro discloses that products or services are grouped based on an affinity algorithm. Sobalvarro also discloses that perishable items, such as travel goods and services, may be dynamically assembled into last-minute travel and entertainment packages.

Applicants submit that none of the cited references teaches or suggests packaging items in response to receiving a request and based upon preset arrangements between the respective potential providers, as recited by independent Claims 1 and 14. The Examiner finds that Sobalvarro discloses that items are packaged based upon preset financial arrangements with or between potential providers and relies on a portion of Sobalvarro that discloses that consumers are able to get a better value for items due to offering discounted packages and established partnerships with suppliers (see col. 11, lines 5-9). However, Sobalvarro discloses arrangements between Site59 and its suppliers, i.e., a first arrangement between Site59 and Supplier A, a second arrangement between Site59 and Supplier B, etc. (see ¶ 5 of the Rule 132 Declaration). Since Site59 is not a supplier, Sobalvarro does not teach or suggest arrangements between suppliers, as set forth by the claimed invention. The Rule 132 Declaration also indicates that Site59 is not itself a supplier and that arrangements are made between Site59 and its suppliers and, thus, buttresses the traversal of the rejection and further evidences that Sobalvarro is distinguishable from the claimed invention (see ¶ 5 of the Rule 132 Declaration).

None of the cited references teaches or suggests the method and system of independent Claims 1 and 14 or any of the claims that depend therefrom. Thus, the rejections of Claims 1-21 under 35 U.S.C. §§ 102(e) and 103(a) are overcome.

Appl. No.: 09/779,974  
Amdt. dated 01/28/2008  
Reply to Office action of 07/26/2007

**CONCLUSION**

In view of the remarks and amendments presented above, it is respectfully submitted that Claims 1-21 of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON January 28, 2008.

LEGAL01/13072251v1